

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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CHLOÉ, S.A.S., J. CHOO LIMITED

Plaintiffs,

- against -


KEN CHEN a/k/a SHU CHEN a/k/a XIANG  
CHEN, DANIEL DOE, GODDESS  
TRADING d/b/a  
GODDESSTRADING@HOTMAIL.COM,  
LUXUNG GOODS, LUXURY GOODS,  
TERRY DOE d/b/a  
AZNTERRY911@HOTMAIL.COM, JASON  
DOE d/b/a JARRY326@YAHOO.COM.CN,  
FASHION HANDBAGS, BENNY DOE,  
JEANCARLO DOE, JOSEPH a/k/a JOSE  
DOE, SISI a/k/a CECI DOE, TOP LUXURY  
HANDBAGS d/b/a  
LUXURYHANDBAGS277@YAHOO.COM,  
FRANCISCO DOE, BEN DOE, CARLOS  
DOE, INSTYLE LUXURY HANDBAGS,  
CORINA DOE a/k/a QIMIAO HU a/k/a QI  
MIAO HU, KENNY DOE a/k/a YE GUO  
a/k/a GUO Q YE, NEWCOME TRADING  
d/b/a TOSCA, QUICK GLOBAL SHIPPING,  
HOWARD EXPRESS SHIPPING, RANDY  
DOE, and various JOHN and JANE DOES 1-  
10 and XYZ COMPANIES  
(UNIDENTIFIED),

Defendants.  
-----X

Civil Action No.: 07 cv 6491 (WHP)

PERMANENT INJUNCTION AND  
JUDGMENT ON CONSENT AS TO  
DEFENDANTS NEWCOME TRADING, INC.  
d/b/a TOSCA, NEW WEALTH TRADING,  
INC. d/b/a TOSCA USA AND TOSCA  
HANDBAGS AND ~~PROPOSED~~ ORDER  
THEREON

SO ORDERED:

  
WILLIAM H. PAULEY III U.S.D.J.  
2/26/2008

Plaintiffs Chloé, S.A.S. and J. Choo Limited, having commenced this action for an injunction and other relief against, *inter alia*, Defendants Newcome Trading, Inc. d/b/a TOSCA, New Wealth Trading, Inc. d/b/a TOSCA USA, and TOSCA Handbags ("Settling Defendants") pursuant to the Lanham Act, 15 U.S.C. § 1051, *et seq.*, as amended by the Trademark Counterfeiting Act of 1984, Public Law 98-473, and under the laws of the State of New York, for trademark counterfeiting, trademark infringement, trademark dilution, unfair competition and

false designation of origin, and unlawful deceptive acts and practices for the reason that the Settling Defendants are alleged to be engaged in importing, distributing, offering for sale and/or selling, among other things, products that bear counterfeits and/or infringing imitations of Plaintiffs' trademarks described and defined in the Complaint (collectively "Plaintiffs' Marks"); and

Settling Defendants, having entered into a Settlement Agreement (the "Settlement Agreement") with Plaintiffs and having stipulated to the entry of a Permanent Injunction and Final Judgment; and

Settling Defendants, do not admit to liability by entering into the Settlement Agreement with Plaintiffs and having stipulated to the entry of a Permanent Injunction and Final Judgment; and

The parties, having indicated below their consent to the form and entry of this Permanent Injunction and Final Judgment on Consent (the "Injunction").

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

Settling Defendants, their agents, servants, employees, representatives, confederates, affiliates and any other persons or entities acting in concert or participation with them, hereby agree to be, and are permanently enjoined and restrained from:

(a) Using the Plaintiffs' Marks or any reproduction, counterfeit or copy of Plaintiffs' Marks, in connection with the importation, exportation, manufacture, distribution, advertising, promotion, offer for sale and/or sale of products that are not Plaintiffs' Products (as defined in the Settlement Agreement), or in any manner likely to cause others to believe Settling Defendants' products are connected with Plaintiffs or Plaintiffs' Products; and

(b) Passing off, inducing, or enabling others to sell or pass off any products which are not Plaintiffs' Products as and for genuine Plaintiffs' Products; and

(c) Committing any other acts calculated to cause purchasers or prospective purchasers to believe Settling Defendants' products are connected with Plaintiffs' Products, unless they are such; and

(d) Manufacturing or arranging the manufacture of, importing, exporting, shipping, delivering, distributing, offering for sale, selling and/or otherwise moving or disposing of, in any manner, products falsely bearing one or more of Plaintiffs' Marks, logos or trade names, or any reproduction, counterfeit or copy of same; and

(e) Making any representations, orally or in writing, to any member or segment of the public, that they are authorized, licensed or otherwise permitted by Plaintiffs to manufacture, export, import, ship, deliver, distribute, offer for sale and/or sell Plaintiffs' Products unless they are such; and

(f) Assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above subsections (a) through (e).

*WHP*  
~~IT IS FURTHER ORDERED that the bond posted by Plaintiffs is hereby released.~~

**IT IS FINALLY ORDERED**, that this Court has jurisdiction over the parties, and the subject matter of the action. This Court shall retain jurisdiction to the extent necessary to enforce this Injunction and the Settlement Agreement between the parties, which is hereby made a part hereof and incorporated by reference, and to determine any issues that may arise under either.

**CONSENTED TO BY CHLOÉ, S.A.S.  
and J. CHOO LIMITED**

By: 

Harley I. Lewin (HL 1819)  
Scott Gelin (SG 9599)  
James Donoian (JD 9052)  
GREENBERG TRAURIG, LLP

Dated: February 12, 2008

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-and-

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*Admitted pro hac vice*

*Attorneys for Plaintiffs*  
*Chloé, S.A.S., J. Choo Limited*

**CONSENTED TO BY NEWCOME  
TRADING, INC. d/b/a TOSCA, NEW  
WEALTH TRADING, INC. d/b/a  
TOSCA USA AND TOSCA  
HANDBAGS**

Dated: Jan. 21, 2008

By: Thomas J. McKenna

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*Attorneys for Defendants*  
*Newcome Trading, Inc. d/b/a TOSCA, New*  
*Wealth Trading, Inc. d/b/a TOSCA USA, and*  
*TOSCA Handbags*

**SO ORDERED**